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Bristol County Agricultural School, Board of Trustees and Segregansett Teachers' Association (1984)

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Bristol County Agricultural School, Board of Trustees and Segregansett Teachers' Association (1984)

Keywords

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Comments

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A G R E E M E N T

between

THE BOARD OF TRUSTEES
of the
BRISTOL COUNTY AGRICULTURAL SCHOOL

and

THE SEGREGANSETT TEACHERS' ASSOCIATION

Effective: July 1, 1984

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P R E A M B L E

The Board of Trustees of the Bristol County Agricultural School and the Segregansett Teachers' Association recognize and agree that they have a common interest in the educational excellence of the Bristol County Agricultural School.

To that end the Board of Trustees of the Bristol County Agricultural School and the Segregansett Teachers' Association hereby declare their mutual intent to work together toward the achievement of common aims in a serious and responsible manner as befit representatives of their respective bodies.

It is recognized that the Bristol County Agricultural High School is a unique institution serving a student body whose goals are directed toward agricultural related occupations. The administration and the Staff are dedicated to this unique objective by offering a total curriculum encompassing both related academic and vocational agricultural subjects preparing the students for the world of work in agricultural related occupations.

Consequently it is hoped that this joint effort will affect the formation of realistic goals and intelligent programs beneficial to all, student instructors and institution alike, and consistent with the best that vocational agricultural education has to offer. It is further hoped that this agreement will serve as the foundation for the creation of a procedure of exchange and communication which will continue harmonious relations between the parties concerned and will contribute in significant measure to the advancement of public vocational agricultural education in Bristol County.

However, it is not to be ignored that the educational buildings are a part of the responsibility of the Trustees, the administrators, the staff and the student body. It is further understood that a farm laboratory of 250 acres, more or less, is an integral part of the curriculum and training.

ARTICLE I

Recognition, Jurisdiction, Definitions

A. Association Recognition: For the purpose of collective bargaining with respect to wages, hours, standards of productivity, performance and dedication to vocational agricultural education, and other conditions of employment, the Board of Trustees of the Bristol County Agricultural School (hereinafter referred to as the Trustees) recognizes the Segregansett Teachers' Association - M.T.A./N.E.A. (hereinafter referred to as the Association) as the exclusive bargaining agent and representative of all vocational agricultural instructors, related subject instructors, related subject instructors - 216 days, heads of divisions, guidance counselors and nurses with Bachelor's degree. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

B. Those people not members of the bargaining unit shall not engage in work assigned to those members in the bargaining unit, except that the same or similar work presently being performed by employees of the school not members of the bargaining unit may continue to be so performed and said work may be performed by non members successor or replacement.

C. Definitions: The term "Trustees" as used in this Agreement means the Board of Trustees of the Bristol County Agricultural School.

The term "Parties" as used in this Agreement refers to the Trustees and the Association as participants in this Agreement.

The term "School, or Campus, or Farm" as used in this Agreement means work locations or functional divisions maintained by the the Bristol County Agricultural School.

The term "Superintendent-Director" as used in this Agreement means the responsible administrator of the school, campus and farm.

The term "Assistant Superintendent-Director" as used in this Agreement shall mean the responsible administrator of the school who is immediately subordinate to the Superintendent-Director.

The term "Head of Division" as used in this Agreement as defined in existing job descriptions refers to heads of various agricultural departments who are responsible for the operation of the department. Such individuals are also vocational-agricultural instructors. This definition is not to limit the historical meaning that was developed in vocational agricultural education in this school or within the Department of Education.

The term "Vocational Agricultural Instructor" which includes agricultural farm shop instructor, and the term "Related Subject Instructor" and the term "Related Subject Instructor - 214" as used in this Agreement means a person employed by the Trustees in the bargaining unit and is referred to as instructor(s).

The term "Association Representative" as used in this Agreement means any qualified designee of this Association.

The term "Employee" shall cover any member of the bargaining unit as cited in paragraph A unless specifically excluded.

ARTICLE II
Management Rights

Except as modified by this Agreement, the authority and jurisdiction of the Board of Trustees shall be maintained as provided by the General Laws of the Commonwealth of Massachusetts and shall not abrogate any rights, obligations or duties as set out in Chapters 70, 71, 72, 73 and 74 of the General Laws of the Commonwealth of Massachusetts or past practices. Further the rights and privileges of persons provided herein are in addition to those provided by County, State or Federal Law, rule or regulation, including without limitation all applicable tenure, pension or educational laws and regulations.

ARTICLE III
Association Rights and Responsibilities

A. Information: Either the Trustees or the Association shall make available to the other party upon specific request such information, statistics and records which either party may deem to be relevant to negotiations or necessary for the proper enforcement of this Agreement.

B. Allowed Time For Association Negotiations: Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings or negotiations they shall suffer no loss in pay.

C. Association Activities at the School Level: The President of the Segregansett Teachers' Association or his designee may be given the opportunity to present brief reports and announcements at the staff meeting if he so desires.

D. Use of the Buildings: After the close of school on school days the Association shall have the right to use designated areas in school buildings for meeting of instructors, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Superintendent-Director in advance. All building use shall conform to the rules and regulations of the Board of Trustees. However, there shall be no cost to the Association for such meeting so long as no overtime custodial cost to the Board is involved.

E. Distribution of Materials: The Association shall have the right to place Association related notices in the mailboxes of the instructors or to be placed on the bulletin board in the Teachers' Room provided such notices are signed by an officer of the Association so designated for the purpose.

F. Minutes of the Board of Trustees: Advanced Agenda - Minutes
A copy of the advance agenda and public minutes of all meetings held by the Board of Trustees shall be sent to the President of the Segregansett Teachers Association.

G. Association Meetings: The Board of Trustees will allow the Segregansett Teachers' Association to hold association meetings between the hours of 3:00 P.M. and 4:30 P.M. after a 24-hour notice. Not more than six such meetings shall be held between those hours during the school year. Other meetings may be held on the school premises but after that hour.

ARTICLE VI

Work Day and Year

A. (1) The work year for the vocational agricultural instructor, the related subject instructor - 214, and the guidance counselor shall be defined as 214 working days.

(2) The work year of the academic related instructor shall be defined as 184 working days; and they will not be required to work in July and August. The first "on-duty" day will be the first Tuesday after Labor Day.

(3) The nurse is bound by the work year as defined in Appendix "B".

B. The work day of the related subject instructor-184 shall begin at 8:00 A.M. and end at 3:30 P.M. on five days of each week. Staff meetings shall not be bound by the 3:30 or 4:20 hour.

C. The work day of the vocational agricultural instructor, and related subject - 214, and guidance counselor shall begin at 8:00 A.M. and end at 4:00 P.M.; the work day for the vocational agricultural instructor division heads shall begin at 8:20 A.M. and end at 4:20 P.M.

D. No later than June 1 instructors shall be notified of the following matters concerning their program for the next year: (1) subjects to be taught; (2) grades of subjects; (3) number of assignments; (4) number of

periods; (5) any other pertinent information. Exception to the June 1 notification date can be made if monies for new positions are forthcoming from the County Advisory Board.

E. The number of different instructional locations in which assignments occur for instructors shall be held to a minimum.

F. Every instructor will be entitled to two preparation modules per day. *SDY for work during the day and* Said modules will not necessarily be consecutive.

G. All members of the bargaining unit are on duty on the school campus during the hours of their established work schedule unless school business demands their presence elsewhere, in which case approval shall be secured from the Assistant Director and notice of absence, destination, purpose of trip, and the possible time of return shall be recorded at the office prior to departure. All absences require official notification, including farm or home visits, student placement supervision, meetings, trips to purchase supplies on an emergency basis, illness after the start of the work day or personal errands.

H. The Board of Trustees and the Association recognize that the pupil-teacher ratio is an important aspect of the educational program, therefore, it is the Board's objective to strive for class sizes as follows:

Academic and related subjects - no more than 30 students per class.

Vocational-agricultural classes - no more than 15 students per class.

Further it is the Board's objective, when it becomes necessary for vocational-agricultural teachers to teach two grade levels at once, to limit classes of this nature to no more than 15 students.

I. An official on duty schedule will be given to each member of the bargaining unit each year when so requested by the individual.

J. (1) On duty schedules will be submitted on a form provided by the administration to the collaborating division heads. On duty and off duty schedules shall be approved by the Superintendent-Director.

(2) Service for on duty and off duty purposes shall begin July 1 in any year and end as of the following June 30.

(3) Proration of wages of new employees (except nurse) who leave the service for whatever reason shall be computed as follows:

a) From the first day to one half total contract days - no proration shall be made.

b) Completion of more than one half plus one day of the specified on duty days for the position but less than full contract year will be entitled to a proration of "off duty days" for that period.

(4) After the first year of service a full time vocational agricultural instructor, related subject instructor-214, related subject instructor and guidance counselor who resigns is entitled to a proration of their off duty days based on the fraction of "on duty days" work and "on duty days" required for the position in that contract year.

K. The change of work schedules of all employees as stated in the contract (Section A) are contingent upon approval and funding by the County Advisory Board

L. Snow days: No related subject instructor is required to work on a snow day. Consequently this will not count as an on-duty day, however, any related subject instructor who prearranges to work on snow days may be credited with an on-duty day if the prearrangement assignment is scheduled with the Administration at the beginning of the school year or immediately after this contract. All vocational agricultural instructors and related subject-214 instructors are required, guidance counselor and nurse shall be required to work on snow days and the snow day is counted as an on-duty day.

However, a prearranged schedule will authorize the other 50% of said vocational agricultural instructors and related subject - 214 instructors to work on alternate snow days.

M. Instructors assigned to supervise athletic events beyond the normal day will be credited with a one-half on-duty day.

N. (1) An instructor who has perfect attendance for the school year shall receive two days off his regular schedule; to be arranged with the administration.

(2) An instructor who has been absent from work one (1) day only will receive one day off from his yearly schedule after arrangements with the administration.

ARTICLE V

Evaluation

A. All observations of instructional performance shall be conducted personally and with full knowledge of the instructor.

B. In the case of an unsatisfactory performance rating, the person responsible for the rating must have observed the instructor, tenured or untenured, in classroom performance at least three times during the current year. At least one of these must be for twenty-five (25) minutes.

C. The instructor shall be given his evaluation report at the conference held with those responsible for the rating.

D. Information pertaining to the responsibilities of administrative personnel in relation to the management and supervision of instructors will be provided, and when changes are made instructors will be notified.

E. An unsatisfactory rating may be reviewed by the instructor with the Director and if the instructor is dissatisfied with the result, the Director's decision may be appealed to the Board of Trustees, which Board shall be final arbitrator in this manner.

F. At the written request of an instructor, permission will be granted.

by appointment, to inspect the contents of his personnel folder, file cards and records, and to make copies of such contents and records as concerns his work of himself or herself. Material which is in any way derogatory to an employee shall not be placed in the employee's personnel file before the employee has had an opportunity to review the material and reply thereto. Further, it shall then be placed in the file and be witnessed by one or two witnesses that it has been inserted in the file and that the employee has had the right to review said material. An employee may waive the witnesses by signing his or her name to the copy to be filed in the personnel file. An employee's signature shall in no way mean that the employee agrees with the contents of any such material. The employee shall also have the right to answer any material, in writing, and have the answer attached to the appropriate document.

ARTICLE VI

Substitute Service

A. Every effort shall be made to hire substitutes to cover classes of regularly assigned instructors when they are sick or are on legally approved absence. This pertains to all instructors.

B. Except in cases of emergency no instructor shall be asked to substitute during preparation periods or other instructional time; however, said substitution, if required, shall be compensated to the instructor at the rate of one-half day off for substituting five modules. Arrangements for said compensatory time off will be made with the administration.

C. The administration^{or} the Superintendent-Director and the Segregansett Teachers' Association will compile a complete list of substitutes prior to September 1 of each school year and may add to this list during the year.

D. Substitutes of a short term (Code 100) shall be paid \$30.00 per day upon the acceptance of this contract, and for its duration.

E. Substitutes for a long term (Code 110) shall be paid the per diem rate of position.

F. No substitute acquires fringe benefits.

ARTICLE VII

Marks

A. Marks are a determination of scholarship achievement and instructors shall be able to substantiate them by test scores and other objective data which meets with the approval of the Assistant Director.

B. If the foregoing is established, the grade given by the instructor shall be final.

ARTICLE VIII

Protection

A. Damage or Loss of Property: - No instructor shall be held responsible for loss, damage or destruction of school property or student property when such loss, damage or destruction is not the fault of the instructor where the instructor has exercised good judgment.

B. The Board of Trustees agrees to abide by the intent and meaning of Chapter 41, Section 100C on indemnification. Further it is the intent of the Board of Trustees to save teachers harmless in those circumstances as in other political subdivisions. The Board of Trustees in conjunction with the Segregansett Teachers' Association, an affiliate of the Massachusetts Teachers' Association introduced legislation in the state Legislature to amend Section 100C to include teachers in the county school. If said legislation is passed it shall be controlling.

ARTICLE IX

Right to Hearing

A. An instructor shall be entitled to a hearing with the Director

when not reappointed. At this hearing the Director shall make clear the exact failure of the instructor to meet reappointment requirements. As this instructor's request, a representative of the Association may be present and participate in the discussion.

B. If the decision of the Director is not satisfactory to the non-tenured instructor, the non-tenured instructor may request in writing that the decision of the Director be reviewed by the Board of Trustees. The Board of Trustees may or may not in their discretion hear said appeal or review said matter.

ARTICLE X

Notices and Announcements

A. A systematic method of circulating attendance information shall be devised in order that all instructors may have such information as soon as reasonably possible each day.

B. A copy of all instructional assignments and non-institutional assignments shall be posed in the main office as soon as practicable. Changes shall be posted promptly.

ARTICLE XI

Transfers

A. Requests for transfers of any assignments shall be submitted to the Director in writing at any time in the year and renewed annually. All transfer requests shall include the grade and subject area to which the instructor seeks assignment.

B. If the transfer is one that normally would not become effective until the beginning of the school year, the request must be filed prior to May 1st of the preceding school year.

C. Notice of transfer shall be given to an instructor as soon as possible following the granting of the instructor's request.

D. An involuntary transfer may be made after a meeting between the instructor and the Assistant Director at which time the instructor shall be notified of the reason for the transfer which must be of an emergency nature and to strengthen the curriculum.

E. The word "transfer" shall include all changes in subject to be taught.

ARTICLE XII

Vacancies and Promotions

A. When vacancies occur (including extra-curricular activities), notice of such vacancies shall be posted promptly on the appropriate bulletin board for at least two weeks.

B. Qualifications, requirements, duties, salary and other pertinent information shall be set forth.

C. In determining who is the best qualified applicant the Board will give due weight to advanced degrees, seniority, experience, training, capacity and general ability to execute proficiently all the demands of the position.

D. Such applications shall be in writing and shall set forth the basis on which the applicant solicits consideration. Two weeks shall be allowed for the submission of applications.

E. Vacancies shall be filled by an applicant within the School if his educational qualifications and experience are equal to those of other applicants outside the School.

ARTICLE XIII
Fringe Benefits

A. Blue Cross - Blue Shield: The County shall provide the cost of ninety-nine (99%) per cent of the Blue Cross - Blue Shield plan adopted by the Trustees under Chapter 32B of the General Laws of the Commonwealth, subject to legislative approval and appropriation.

B. Life Insurance: The County shall provide ninety-nine (99%) per cent of the cost of a \$4,000.00 life insurance policy as adopted by the Trustees under Chapter 32B of the General Laws of the Commonwealth, subject to legislative approval and appropriations.

C. Workmen's Compensation: Members of the bargaining unit shall be covered by the provisions of the Massachusetts Workmen's Compensation Act, General Laws of the Commonwealth, Chapter 152.

D. Pension: The parties agree that all provisions of the Massachusetts Teachers' Retirement Plan shall be made a part of this Agreement.

ARTICLE XIV
Grievance Procedure

A. A grievance is defined as a claim by an instructor, division head or guidance counselor, group of instructors, division heads or guidance counselors, nurses, or the Association that there has been a misinterpretation, inequitable application or violation of any provisions of this Agreement.

B. The grievance shall state the nature of the dispute, the article or articles violated, and the remedy sought.

Level I - The grievant(s) or Association will first discuss the grievance with the Assistant Director.

Level II - If at the end of five school days next following such presentation, the grievance is not disposed of to the grievant's or Association's satisfaction, the grievant(s) or Association may present the matter in writing to the Superintendent-Director of the School.

The Superintendent-Director within five school days after receipt of the written grievance shall notify and meet with the grievant(s) or Association in an effort to resolve the matter. The Superintendent-Director shall respond in writing with a general explanation for his decision within three days subsequent to the meeting.

Level III - If the grievance is still unresolved, the grievant(s) or Association shall submit the grievance at the next regular scheduled Board of Trustees meeting and the said Board of Trustees, at that scheduled meeting or at a meeting designated to be held within seven school days at which a majority or the Board of Trustees are in attendance shall meet with the grievant(s) or Association in an effort to resolve the dispute. The Board shall render a disposition in writing within five days subsequent to the meeting.

Level IV - If the grievance is still unresolved, within 20 school days of the receipt of written decision from the Board of Trustees, the Association may submit the grievance to arbitration in accordance with the applicable Voluntary Labor Arbitration rules of the American Arbitration Association or at the discretion of the Association, the State Board of Conciliation and Arbitration.

The decision of the arbitrator, that is the American Arbitration Association or the State Board of Conciliation and Arbitration, shall be final

and binding upon both parties, and the cost of arbitration shall be borne equally by both parties.

Miscellaneous

A. A grievance common to a group of teachers must be initiated at Level I.

B. No written communication, other document or record relating to any grievance shall be filed in the personnel folder of any employee covered by this Agreement.

C. Nothing in this Article shall be construed as limiting the right of an employee from presenting a grievance without intervention of the Association provided the Association is afforded the opportunity to be present at such meetings and that any adjustment made shall not be inconsistent with the terms of this Agreement.

D. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The limits however may be extended by mutual agreement.

E. Time Limit: A grievance will be deemed waived if not initiated within twenty school days of the date of the occurrence of the grievance or within twenty days of the date when the employee had first knowledge of the occurrence of the grievance.

F. No member of the bargaining unit shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

ARTICLE XV

Compensation

1. Compensation shall be affixed in Appendix A, Appendix B, Appendix C. and Appendix D. Appendix E.

2. In order to equalize the per diem salary between the Vocational/Agricultural Instructors and the Related Subject Instructors there shall be an equal per diem. One-half of such adjustment shall be paid for in the 1984-85 budget that shall begin July 1, 1984. The total amount is estimated to be less than \$18,000.00 for the whole inequity. It shall be placed in the appropriate Appendices, and for this year that amount is no more than \$9,000.00.

ARTICLE XVI

Fair Practices

A. The Board agrees to continue its policy that no person or persons, department or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, or membership in, or associations with the activities of, any organization not operating in conflict with the law.

B. As sole collective bargaining agent, the Association will continue its policy of accepting into membership all eligible persons in the unit without regard to race, creed, color, national origin, sex, or marital status. The Association will represent equally all persons without regard to membership in, or association with the activities of, any organizations not operating in conflict with the law.

ARTICLE XVII

Handling of New Issues

Matters of collective bargaining importance not covered by this Agreement, may, during the life of this Agreement, be handled in the following manner:

By the Board of Trustees:

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Board agrees it will make no changes without prior consultation and negotiation with the Association.

By the Association:

In any matter not covered by this Agreement which is a proper subject for collective bargaining, the Association may raise issue with the Board of

Trustees for consultation and negotiation; except that the Association shall not seek to renew to be effective during the life of this Agreement, any questions introduced, debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement.

By mutual agreement, this instrument may be amended at any time by mutual consent.

ARTICLE XVIII

Existing Conditions of Employment

Except as this Agreement shall otherwise provide, all conditions of employment applicable to employees covered by this Agreement on the effective date of this Agreement, as established by the Trustees' Rules and Regulations in force on the said date, shall continue to be so applicable during the life of this Agreement. Nothing in this Agreement which changes pre-existing Rules and Regulations shall operate retroactively.

ARTICLE XIX

(No Strike Clause)

Resolution of Difference by Peaceful Means

The Association and the Board of Trustees agree that differences between the parties shall be settled by peaceful means as provided within this Agreement, or any extensions thereof. The Association shall, for the terms of this Agreement, not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties.

No lock out of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE XX

Savings Clause

Historically teachers have worked a school year by custom where the school vacation came in the middle of the fiscal year. The school vacation is now at the end and beginning of the fiscal year. Past practices have allowed the teacher to draw their salary over a 12 month period. This practice will continue unless contrary to law in this commonwealth. In the event that any provision of this Agreement is or shall at any time be held contrary to law by court of last resort in Massachusetts or of the United States or by a Court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, all other terms of this Agreement shall be continued in effect and any substitute action shall be subject to negotiation and agreement between the parties.

ARTICLE XXI

Sick leave

A. With the exception of employees with less than one year's service members of the bargaining unit will be entitled to fifteen (15) days sick leave per year from the first day of July each year to be accumulated without limit.

B. After six months but less than one year employees are entitled to the regular rate of one and one-quarter (1¼) days per month retroactive to the first month of service.

C. Sick leave will be granted to employees when they are incapacitated as a result of illness, injury, quarantine, or exposure to contagious disease, provided that the director may allow up to seven days off to be counted as sick leave in case of serious illness in the immediate family of the employee.

Immediate family shall include only husband, wife, children, and other relatives or persons residing in the employee's household plus parents or spouse's parents whether or not living in the same household.

D. Notice of absence on account of sick leave shall be given to the Director on the first day of such absence. For absences longer than five days at any one time the Director may require a physician's certificate and by-monthly thereafter.

E. Employees of the school shall be credited with any time lost through compliance with any regulations requiring prophylactic inoculations or for similar causes.

F. Sick leave not used to any year may be accumulated; provided that not more than sixty days of such accumulated sick leave may be granted in any one year except on recommendation of the Director with the approval of the Board of Trustees.

G. The payment of 20% value of his/her accrued unused sick leave credits to those employees who retire.

H. The administration is to publish once each year during the month of September of the scheduled year the number of accumulated sick leave days that each person covered by this agreement has as of that date in September.

ARTICLE XXII

Funeral Leave

1. Funeral leave not to exceed four days may be granted to school employees in the event of the death of a spouse, child, parent or grandparent of employee or spouse, brother or sister, or a person residing in the household of the employee. Funeral leave will not be chargeable against sick leave.

2. Funeral leave of one day shall be granted to employees under this contract in the event of the death of a close friend or co-worker.

ARTICLE XXIII

Personal Leave

Every employee will be granted three days personal leave each year (July 1 -

June 30) of the contract; two days should be taken when there are not students in classes, if possible. The employee should notify the Director 24 hours in advance of taking a day for personal reasons except in cases of emergency when the employee shall notify the Director or the Assistant Director as soon as practical in that a substitute must be engaged.

ARTICLE XXIV

Military Leave

Any member who has been granted military leave shall be restored to his position with the same status, pay and seniority, and such absence shall be construed as absence with leave and, within the discretion of the employer, said leave shall be with pay. Such absence shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of his employment normally to be anticipated in his particular position. Annual military leave shall not exceed 17 days.

ARTICLE XXV

Maternity Leave

Every full time female employee is now entitled as a matter of law to maternity leave for a period of eight (8) weeks if she complies with the following conditions:

1. She has been employed three (3) consecutive months; and
2. She gives two (2) week's notice of her expected departure date and her intention to return.

She will be able to return to the same or a similar position without loss of employment benefits for which she was eligible on the date her leave commenced provided that nothing has occurred during her leave which would have otherwise terminated her employment with the County under existing law, rule or regulation.

Sick leave credits accrued under the Sick Leave Rules and Regulations may now be used for maternity leave purposes. If there are no accrued sick leave credits, the maternity leave must be without pay, or if there is only partial sick leave accrual, the remainder of the 8-week period of maternity leave must be without pay.

ARTICLE XXVI

Other Leave - General

Employees whose service is terminated through death, resignation or dismissal shall not be entitled to compensation in lieu of leave not taken, except off duty days.

Any former employee who is reinstated within one year from the date of separation from service shall be credited with the accrued length of service and sick leave attained at the termination of his previous service.

Any such employee so reinstated or so employed more than one year and less than two years after separation from service shall be treated as a new employee for the purpose of seniority or sick leave; provided that, at the expiration of one year of continuous service after such reinstatement or employment, he shall be credited with the accrued length of service and sick leave attained at the termination of his previous service. Any such employee so reinstated or so employed two or more years after separation from service shall not receive credit for a former period of service. This rule shall also apply to a person who transfers from another county or from the service of the Commonwealth.

ARTICLE XXVII

Court Leave

Any employee who is subpoenaed to appear in court will suffer no loss

in pay and will be considered actively employed if he is in any way not on a personal day in court, such as for his own divorce, etc.

ARTICLE XXVIII

Unpaid Leaves of Absence

A. Leave of absence without pay may be granted by the Board of Trustees at their discretion.

B. All benefits to which an employee was entitled at the time the employee's unpaid leave of absence commenced, including but not limited to unused accumulated sick leave, length of service credit will be restored to the employee upon return, and the employee will be assigned to the same or similar position held at the time the leave commenced.

C. After ten (10) years of service a member of the Bargaining Unit, upon request to the Board of Trustees, shall be granted a one (1) year leave of absence without pay. However, not more than one staff member may exercise such a request during any school year and there must be a 6-month notification to the Board of Trustees of such a request.

ARTICLE XXIX

Paychecks

Paychecks will show any and all deductions made.

ARTICLE XXX

Agency Fee

The Trustees agree to require as a condition of employment that all instructors, except those certified as members to the Trustees by the Association pay annually or by dues deduction to the Association on the 30th day subsequent to the effective date of this agreement, any agency service fee which shall be commensurate with the cost of Collective Bargaining and contract administration as determined solely by the Association, and which amount shall be certified annually to the Board of Trustees by the Association.

ARTICLE XXXI

Dues Deduction

The Board hereby accepts the obligation to authorize all payroll deductions for payment of dues to the Segregansett Teachers' Association, Massachusetts Teachers Association, National Education Association as a payroll item and any one savings plan authorized by the Segregansett Teachers' Association.

ARTICLE XXXII

Seniority

In the event that it becomes necessary to reduce the number of employees included in the bargaining unit because of a decline in pupil enrollment, or lack of funds, employees shall be laid off in the inverse order of their initial employment.

An employee whose position is eliminated shall either (a) be transferred to an open position for which he is certified and/or approved under Chapter 74 or (b) replace an employee with the lowest seniority anywhere within the system in an area in which the laid off employee is certified and/or approved under Chapter 74.

Certified means that the instructor has on file with the Director evidence that he/she possesses the necessary state certification and/or approval under Chapter 74 or can obtain said certification and/or approval under Chapter 74 by the effective date of his/her lay off.

Seniority means an instructor's length of service in years, months, and days in the bargaining unit, provided that the seniority of present instructors as of the effective date of this Agreement shall consist of their length of service from their initial date of employment by the Trustees. Instructors shall be credited for seniority purposes with all time spent on any paid leave of absence provided for in this Agreement.

In cases involving identical seniority, retention or recall shall be based on a lottery involving only those individuals with identical seniority.

Instructors who have been laid off shall be entitled to recall rights for a period of two years from the effective date of their respective lay offs. During the recall period, teachers shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their respective lay off and all legally accrued contractual benefits to which the teacher was entitled at the time of lay off shall be restored in full upon reemployment within the recall period. During the recall period teachers who have been laid off shall be given preference on the substitute list if they so notify in writing the Superintendent-Director that they desire to be placed on said list.

Services normally performed by a person who has been layed off shall not be performed by anyone who is not a member of the bargaining unit.

Layed off employees may continue group Health and Life Insurance coverage during the recall period as provided by the Trustees and/or County to members of the bargaining unit by forwarding to the County Treasurer the entire premium costs for the group plan. Failure to forward the premium payments to the County Treasurer or refusal to return to employment upon recall will terminate this option.

While members of the bargaining unit continue on lay off, the Trustees agree not to hire any new instructors unless:

- A. No instructor on lay off is certified and/or approved under Chapter 74 to fill a position or could be certified and/or approved under Chapter 74 by the date the vacancy must be filled.
- B. All certified instructors on lay off decline an offer to file the vacancy.

A list specifying the seniority of each member of the bargaining unit shall be prepared by the Trustees and forwarded to the President of the Association within 50 days following the execution of this Agreement. An updated list shall be supplied by the Trustees annually thereafter.

ARTICLE XXXIII

A. The provisions of this Agreement shall become effective on July 1, 1984 and all monies previously approved by the Bristol County Advisory Board effective July 1, 1984 shall be effective and in force. Any monies not approved under this contract, particularly any equitable adjustment under Article XV shall not be effective until approved by the Bristol County Advisory Board and shall be effective and retroactive to July 1, 1984 if and when approved.

B. The parties agree to cooperate by using their best efforts to obtain Bristol County Advisory Board funding.

C. Negotiations for a subsequent agreement will commence on or about September 1, 1984 on all items.

D. The funding or the non-funding of this Agreement will not preclude the members of the bargaining unit from receiving any cost of living increase voted by the Bristol County Advisory Board.

PREAMBLE TO APPENDIXES A, B AND C

Pay Scale

1. Members of the Bargaining Unit in Appendix A shall remain at the step that he attained on July 1, 1982 until June 30, 1983. This does not include additional compensation for 15 credits beyond a bachelor's degree, nor does it include compensation for Master's degree. This is in addition to the increment. The above will apply for year 1982-83.
2. Newly employed personnel shall be placed on the schedule commensurate with training and experience subject to available funds.
3. Any teacher or long term substitute (Code 100) who serves one (1) day more than half the on duty schedule of position in any school year will be entitled to move to the next step of the salary schedule in the following year if appointed.
4. A certification means that a teacher has been certified or approved by the Department of Vocational Education.
5. Credit beyond Bachelor's degree shall mean graduate course credits unless proper approval is obtained from the Superintendent-Director for undergraduate course which shall be granted one-half (1/2) credit, ie, instead of 3 credits for a course, applicant will receive 1 1/2 credits.
If instructor by written agreement with the Superintendent-Director takes undergraduate course, he shall receive full graduate course credit.
6. Anyone who is receiving compensation for courses at this time shall not lose said compensation.

Preamble to Appendix D cont'd

2. The General Laws applicable to tenure shall prevail.
3. a. Employees whose service is terminated through death, resignation or dismissal shall not be entitled to compensation in lieu of leave not taken, except vacation leave.
- b. Any former employee who is reinstated, within one year from the date of separation from service shall be credited with the accrued length of service attained at the termination of her previous service, for the purpose of vacation or sick leave.
- c. Any such employee so reinstated or so employed more than one year and less than two years after separation from service shall be treated as new employee for the purpose of seniority, vacation or sick leave; provided that, at the expiration of one year of continuous service after such reinstatement or employment. She shall be credited with the accrued length of service and leave attained at the termination of her previous service. Any such employee so reinstated or so employed two or more years after separation from service shall not receive credit for a former period of service either on account of vacation or sick leave. This rule shall also apply to a person who transfers from another county or from the service of the Commonwealth. In case of transfer from another county or the Commonwealth, means the time previously served shall determine the amount of vacation to be granted for future vacation periods, but no vacation or sick leave accumulation shall be granted. Sick leave shall not be credited for leave with pay. Absence with pay is counted as service and sick leave credits accrue for "service".

PREAMBLE TO APPENDIX D

The Segregansett Teachers' Association and the Board of Trustees agree that they amend the description of the bargaining unit to include the nurse when she becomes (1) certified by the Department of Education or (2) approved under Chapter 74 or (3) obtains a bachelor's degree from an accredited school. Until such time the Segregansett Teachers' Association and the Board of Trustees will provisionally agree to the provisions spelled out in salary schedule.

All of the provisions of the Collective Bargaining Agreement will provisionally apply to the nurse except:

1. Vacations

- a. A nurse who leaves the school employ having less than six months of service shall not be entitled to any vacation. Neither shall a nurse be advanced any vacation leave during her first six months of employment.
- b. For less than nine months of service: one day of each month employed.
- c. For nine months but less than five years of service: two weeks.
- d. For five years but less than ten years of service: three weeks.
- e. For ten years of service or over: four weeks.
- f. Earned vacation is reckoned as of July 1 in any year.
- g. The vacation year then shall begin on July 1 and be completed by June 30.
- h. No vacation leave shall be taken without the prior approval of the Director.
- i. A notice will be returned to you before July 1 indicating approval of dates requested or necessity for change.
- j. Vacation leave is not cumulative from one year to the next.
- k. The nurse shall be given an additional 2 days vacation in 1979-80, additional 2 days in 1980-81, no change in 1981-82. (ref.: minutes of Board of Trustees dated June 12, 1979).
- l. The nurse shall be given the Christmas vacation of the same number of days as the student body and the Related Subjects Instructors receive.

PREAMBLE TO APPENDIX E

1. If a person presently carrying out the duties in Appendix E chooses not to continue in that capacity then the position shall be posted.
2. If an extra curricular activity is posted and no qualified applicant applies then the Superintendent-Director shall designate a member of the Bargaining Unit to fulfill said duties with pay.
3. The Appendix E for the pay scale for extra curricular activities are for 1984-85.

BRISTOL COUNTY AGRICULTURAL SCHOOL
SEGREGANSET TEACHERS' ASSOCIATION ANNUAL PAY SCALE

July 1, 1984 - June 30, 1985

RELATED INSTRUCTORS - 184 days

<u>Step</u>	Bachelor's or Certification	Bachelor's +\$250.00	Master's +\$500.00
1	14,867.54	15,117.54	15,617.54
2	16,291.75	16,541.75	17,041.75
3	17,579.40	17,829.40	18,329.40
4	19,140.19	19,390.19	19,890.19
5	20,564.39	20,814.39	21,314.39
6	21,988.61	22,238.61	22,738.61

VO-AG INSTRUCTORS & RELATED SUBJECT INSTRUCTORS - 214 days

1	15,839.77	16,089.77	16,589.77
2	17,478.37	17,728.37	18,228.37
3	19,116.96	19,366.96	19,866.96
4	20,892.11	21,142.11	21,642.11
5	22,523.87	22,773.87	23,273.87
6	24,804.25	25,054.25	25,554.25

DIVISION HEADS - 214 days

1	16,790.15	17,040.15	17,540.15
2	18,527.08	18,777.08	19,277.08
3	20,263.98	20,513.98	21,013.98
4	22,145.64	22,395.64	22,895.64
5	23,875.72	24,125.72	24,625.72
6	26,292.65	26,542.65	27,042.65

NURSE

1	13,966.31
2	14,929.54
3	15,892.74
4	16,855.70
5	17,819.19
6	18,782.42

APPENDIX E
EXTRA-CURRICULAR ACTIVITIES

Step 3

Step 2

Step 1

Athletic Director	800.00		1,000.00	
Varsity Basketball	1,800.00		2,000.00	
Junior Varsity Basketball	1,800.00		2,000.00	
Cross Country	800.00		1,000.00	
Varsity Volleyball	800.00		1,000.00	
Junior Varsity Volleyball	800.00		1,000.00	
Cheering Advisor	500.00		600.00	
Academic Department Heads:				
Math	350.00		425.00	
English	350.00		425.00	
Science	350.00		425.00	
Librarian	500.00		600.00	
Summer Program Coordinator	400.00		550.00	
Student Council Advisors	350.00	(2) each	425.00	
FFA Advisor	600.00	(2) each	700.00	
Fall Show Advisors	350.00	(3) each	425.00	
Fall Show - Animal Science	350.00	(1)	425.00	
Yearbook	450.00	each	525.00	
Alumni Coordinator	350.00	(1)	425.00	
Newspaper	350.00	(1)	425.00	

To be negotiated 1985

Segreganset Teachers' Association

214 days Adjustments

July 1, 1984 - June 30, 1985

VO-AG INSTRUCTORS & RELATED SUBJECT INSTRUCTORS - 214 days

<u>Step</u>	<u>Bachelor's or Certification</u>
1	16,567.37
2	18,214.53
3	19,780.36
4	21,576.91
5	23,219.37
6	25,189.45

DIVISION HEADS - 214 days

1	17,560.55
2	19,306.04
3	20,968.04
4	22,871.10
5	24,614.02
6	26,700.25

Dated: 7/9/84

Signatures:

President, Board of Trustees _____

Members of the Board of Trustees:

1. Manning R. Ferreira
2. Mary M. Higgins
3. McAule Landette
4. Joseph Ferriello
5. _____
6. _____

Superintendent-Director Robert H. Beaudoin

Members of Segregansett Teachers' Association

President: Steph Ferriello

1. Paul
2. _____
3. _____
4. _____
5. _____

Member of M.T.A.

1. _____

3

Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor



830519

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 044-R0003

JUN 19 11 35 AM '84

June 13, 1984.

JUL 23 1984 - R

Director of Personnel
Bristol County Agricultural School
Segreganset, Massachusetts 02773

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s): with the National Education Association. The agreement we have on file expired June 1982.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 37
2. Number and location of establishments covered by agreement 135 Centur St. Segreganset, Mass. 02715
3. Product, service, or type of business Vo-Ag High School
4. If your agreement has been extended, indicate new expiration date 6/30/85 *See next page*

Roger H. Beaudoin Director
Your Name and Position
135 Centur St. Segreganset Mass. 02715
Address
(Town of Dighton)
City/State/ZIP Code
617 669-6744
Area Code/Telephone Number